

TERMS AND CONDITIONS
2020 EPIC AUSTRALIA PASS
Updated 10 June 2020

1. Perisher Blue Pty Limited (referred to in these Terms and Conditions as “Perisher” owns and operates this website and supplies the Epic Australia Pass for use at Perisher, Mt Hotham and Falls Creek in Australia and other ski areas owned and operated by Vail Resorts, Inc., its affiliates and partner resort operators. In these Terms and Conditions, Perisher, Mt Hotham, Falls Creek and Vail Resorts, Inc are referred to as “We”, “Us”, “Our” (or equivalent).
2. **Special conditions applying to 2020 Australian season and 2020-2021 Northern Hemisphere season due to COVID-19 pandemic**
 - a. Subject to the registration requirements and Fair Use Registration policy set out below, the Epic Australia Pass provides each Pass Holder with unrestricted, unlimited access to Perisher, Mt Hotham and Falls Creek for the 2020 Australian season from 13 July 2020 and access to the other ski areas specified on the Epic Australia Pass website in the 2020-2021 Northern Hemisphere season (subject to holiday restrictions / specified day limits).
 - b. We need to implement a range of measures and actions to respond to the COVID-19 pandemic, including to follow social distancing and other COVID-19 related requirements, directions and guidelines, and to otherwise maintain health and safety at our resorts. These measures may change from time to time, and we require all Pass Holders and guests, as a condition of access and or use of our resorts, to regularly check our resort websites and other communications to stay abreast of current measures and requirements at our resorts.
 - c. It is a condition of use of the Epic Australia Pass that the Pass Holder follow all directions and requirements in place from time to time to maintain health and safety at our resorts, including without limitation:
 - i. Providing, upon request, a COVID-19 health declaration;
 - ii. Observing social distancing requirements;
 - iii. Permitting us to provide personal and / or health information to public health authorities where we are required by law to do so or where the authority has a legal right to request such information to assist with contact tracing (please refer to our privacy policy).Failure to follow such directions and requirements may result in forfeiture of the Epic Australia Pass and / or other benefits.
 - d. You acknowledge and agree that it is your responsibility to follow and observe all directions and requirements in place from time to time to maintain health and safety at our resorts, including observing social distancing requirements, and that we have no liability for any failure to do so.
 - e. You acknowledge and agree that, despite measures and actions taken to maintain health and safety at our resorts, we are unable to prevent or avoid all risks relating to COVID-19 in the alpine environment and you accept personal responsibility and liability for any and all risks relating to COVID-19 while at our resorts.
 - f. **Access under EAP and Registration requirements** – Due to social distancing and other COVID-19 requirements which need to be observed at our resorts, our resorts will be operating to specific capacity constraints and on the basis of inventory controlled reserved access which enables us to measure and manage capacity. With respect to the 2020 Australia season,
 - i. Subject to the Fair Use Policy, the Epic Australia Pass will entitle the Pass Holder to reserve lift access for the Pass Holder’s personal use in the period 24 June 2020 to 12 July 2020, subject to available inventory. The Pass Holder’s reserved access is non-transferable and intended for use by the Pass Holder only. While Pass Holders may receive priority allocations to available inventory for this period, capacity constraints mean that we cannot guarantee that a Pass Holder will have access to any or all reservations that they seek for this period. However, the Pass Holder must register (in advance) for each individual day that they plan to use the Pass, and lift access will not be provided without advance registration;
 - ii. From 13 July 2020, the Epic Australia Pass will entitle the Pass Holder to unrestricted, unlimited access to Perisher, Mt Hotham and Falls Creek for remainder of the 2020 Australia season.
 - g. **Fair Use Policy** – Given that we will be operating to specific capacity constraints and on the basis of inventory controlled lift access, to ensure that all Pass Holders and other guests have fair and equitable

- lift access, a 'fair use' policy applies to registration and Pass Holders must not register for an excessive, irrational or unreasonable number of days, or for any day(s) on which they do not, at the time of registration, have a genuine intention to ski or snowboard. We reserve the right to suspend or cancel a Pass Holder's Epic Australia Pass if we consider, acting reasonably, that the Pass Holder has not abided by this Fair Use policy.
- h. In addition to the above, as a consequence of COVID-19 requirements and related impacts on our resorts (including capacity constraints), there are a number of other changes to the Epic Australia Pass offering and benefits. With respect to the 2020 Australia season, these changes or impacts (as at 10 June 2020) are as follows:
- i. 'Bring a Mate' tickets will not be available;
 - ii. Pass food and beverage discounts will be available but access to applicable food & beverage outlets may be reduced due to capacity constraints / social distancing requirements;
 - iii. Pass lesson discounts will be available, but access to lessons may be reduced as a result of restricted ski and ride school offerings due to capacity constraints / social distancing requirements;
 - iv. Pass access to First Tracks will continue, subject to changes, conditions and availability.
- i. We retain the right, acting reasonably, to vary these Terms and Conditions from time to time, including to further respond to the COVID-19 pandemic and its impact on the operations of our resorts and the health and safety of guests at our resorts. Any variations become effective on posting of the changes on the Website and we encourage users to access and review this document regularly to keep abreast of such changes.
3. THE AUSTRALIAN CONSUMER LAW PROVIDES CONSUMERS WITH A NUMBER OF CONSUMER GUARANTEES THAT CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED. THESE CONSUMER GUARANTEES PROVIDE CONSUMERS WITH A BASIC, GUARANTEED LEVEL OF PROTECTION FOR SERVICES THAT THEY ACQUIRE FROM US, INCLUDING: (I) A GUARANTEE AS TO DUE CARE AND SKILL (II) A GUARANTEE AS TO FITNESS FOR A PARTICULAR PURPOSE; AND (III) A GUARANTEE AS TO REASONABLE TIME FOR SUPPLY. WHERE YOU ARE ACQUIRING OUR SERVICES AS A CONSUMER YOU ARE ENTITLED TO THE BENEFIT OF THESE GUARANTEES. IF WE FAIL TO LIVE UP TO ANY OF THESE CONSUMER GUARANTEES FOR A RELEVANT SERVICE WE PROVIDE, YOU MAY BE ENTITLED TO A REMEDY UNDER THE AUSTRALIAN CONSUMER LAW. IF THE BREACH OF THE CONSUMER GUARANTEES CANNOT BE REMEDIED OR AMOUNTS TO A MAJOR FAILURE, YOU ARE ENTITLED TO A REFUND OR OTHER REMEDIES UNDER THE AUSTRALIAN CONSUMER LAW. YOU MAY ALSO BE ENTITLED TO COMPENSATION FOR REASONABLY FORESEEABLE LOSSES CAUSED BY THE FAILURE. THESE TERMS AND CONDITIONS, AND IN PARTICULAR PROVISIONS RELATING TO REFUNDS / CANCELLATIONS, WARRANTIES AND LIMITATIONS OF LIABILITY, ARE **THEREFORE SUBJECT TO, AND WILL NOT APPLY TO THE EXTENT THAT THEY EXCLUDE, RESTRICT OR MODIFY**, SUCH PROTECTIONS AND ANY CONSUMER GUARANTEES APPLICABLE TO CONSUMERS.
4. Except as set out in clause 3 and as expressly set out in the Terms and Conditions:
- j. This website including all its pages and contents ("Website") and all goods and services provided or booked via the Website are provided on an "as is" basis without any warranties or representations of any kind;
 - k. To the fullest extent permitted by law, all statutory or implied conditions or warranties of any kind are expressly disclaimed;
 - l. We will use reasonable endeavours to process electronic payment transactions involving debit and credit cards in a timely and secure manner. However we, our directors, employees and beneficiaries make no warranties or representations regarding the time required to initiate or complete the processing of any transaction, and do not warrant or represent that your access to and use of the Website including but not limited to the payment facility will be continuous, uninterrupted, error free or secure, that any defects will be corrected or that this Website, its servers and any network connections are free of computer viruses and other harmful data, code, components or other material;
 - m. Without limitation we and our directors, employees and beneficiaries are not liable to you for any loss or liability of any kind caused by any delay or failure to provide information or perform operations (including but not limited to electronic payment processing) requested or do so correctly, including but not limited to as a result of or in connection with:
 - i. any delay or failure in any transmission or communication facilities;
 - ii. any delay, failure or malfunction of the Website including but not limited to the payment facility;
 - iii. any failure or delay caused by third parties including but not limited to internet service providers, carriers or communications service providers, financial institutions, or payments service providers;
 - iv. delay, failure or malfunction of computer or network equipment, telephone lines, browsers, software, mobile phones or other handheld devices, or any related equipment or facilities;
 - v. computer viruses or other harmful data, code, components or other material; and,

- vi. any other event beyond the reasonable control of us, or our directors, employees and beneficiaries.
 - n. We and our directors, employees and beneficiaries, do not warrant or represent that we or they will be able to prevent any illegal, harmful or inappropriate access, use, modification or alteration of the Website including but not limited to the payment facility, or that they will give notice of such access, use, modification or alteration;
 - o. We and our directors, employees and beneficiaries, do not warrant or represent the correctness, accuracy, timeliness, completeness, reliability, quality or otherwise of the Website including but not limited to the payment facility. The use of the Website and any services including but not limited to the payment facility is at your own risk; and,
 - p. If your use of the Website results in the need for servicing or replacing equipment or data, we and our its directors, employees and beneficiaries are not responsible for those costs.
5. To the fullest extent permitted by law, we and our directors, employees and beneficiaries shall not be liable for any loss or damage whatsoever (including, without limitation, direct, indirect, incidental, special and/or consequential loss or damages (including but not limited to loss of profits, revenue, expectation, business, goodwill or data), whether arising under contract, tort (including negligence) or any statutory cause of action, resulting directly or indirectly from or arising in connection with:
- a. a breach of the Website Terms;
 - b. any use or access of, or any inability to use or access, the Website or any services including but not limited to the payment facility, or;
 - c. any goods or services provided or booked via the Website.
6. You agree to use and access the electronic payment facility on this Website strictly in accordance with the requirements and procedures set out on the Website from time to time and any applicable laws. You are responsible for entering the correct account/card number and other details required by the electronic payment facility on this Website, and for maintaining the security of your computer software and hardware. Your submission of a purchase of goods or services via the Website constitutes an offer subject to acceptance by us. We may amend any such requirements or procedures at any time.
7. You are responsible for presenting the credit card used to make the purchase of the Epic Australia Pass for inspection to us (or one of our resort partners) at the time you redeem your purchase. Where the credit card used to make the purchase is not presented at the time of redemption of the purchase, we may cancel the purchase at our complete and absolute discretion. As soon as you become aware that the credit card used to make the purchase may not be able to be presented at the time of redemption of the purchase (for instance because it has been lost, stolen, replaced or has expired), you must promptly contact us to make alternative arrangements. You agree that you will make only legitimate bookings in good faith for use by you and your invited guests only, and not for other purposes, including without limitation, reselling, impermissibly assigning or posting on third party websites, or making speculative, false or fraudulent bookings, or any booking in anticipation of demand.
8. Where you seek or do book or buy an Epic Australia Pass via the Website or elsewhere (whether as part of a package or otherwise), then you acknowledge the following risk warning and agree to the following terms:
- a. You engage in any Recreational Activity at your own risk.
 - b. You acknowledge the risk warning set out in bold below and that the warning constitutes a risk warning pursuant to the Civil Liability Act 2002 (NSW);
 - c. You acknowledge that you will observe the Alpine Responsibility Code, (a copy of which appears on the last page of the Terms & Conditions) and that you will conduct yourself in a safe and controlled manner at all times. Failure to do so may result in us deactivating the ski lift access component of your Epic Australia Pass;
 - d. You must read all signs and follow all directions given by us, our employees or agents;
 - e. To the maximum extent permitted by law, subject to clause 2, we exclude all liability to you, including for negligence and whether the loss or damage has occurred to person or property. Where that liability cannot be excluded, we limit our liability to you to the maximum extent permitted by law;
 - f. You acknowledge that the "Recreational Activities" we provide constitute "Recreational Services" as defined in the Competition and Consumer Act 2010 (Cth) (CCA). To the maximum extent permitted by the CCA, we exclude liability to you (including liability arising out of any failure by us, our employees or agents to comply with any consumer guarantees applying to the Recreational Activities) for:
 - i. death;
 - ii. personal injury;
 - iii. the contraction, aggravation or acceleration of a disease; and
 - iv. the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual:
 - (i) that is or may be harmful or disadvantageous to an individual or community; or

- (ii) that may result in harm or disadvantage to an individual or community, except with respect to significant personal injury caused by our reckless conduct.
9. To the fullest extent permitted by law, subject to clause 3, we make no warranties in relation to the services to be provided, and all warranties, representations or conditions relating to the services we provide (whether express or implied and whether arising in contract at common law or under statute) are to the maximum extent permitted by law expressly excluded.
10. Except to the extent that the law provides that liability cannot be excluded (including as set out in clause 3), you acknowledge that we are not liable to you for any loss, damage, injury or any incidental, indirect, special, consequential or economic loss or damage (including loss of opportunities, exemplary or punitive damages) whether to person or to property and whether arising from default, negligence, misconduct or otherwise by us, our employees or our agents and you indemnify us against all claims. Where our liability cannot be excluded, we limit our liability to the maximum extent that we are permitted by law to do so.
11. If you choose to use the “Epic Benefits” associated with your Epic Australia Pass, you agree that the acknowledgment and assumption of risk described above apply to all activities at ski areas owned and operated by us or any affiliate or partner resort operator of Vail Resorts, Inc., including, but not limited to the family of companies operating the Hakuba Valley and Rusutsu resorts. In addition, you release from liability and agree not to sue us or any of our respective affiliates, partner resorts and subsidiaries for any property damage, injury or loss, which arise out of your use of the ski pass benefits, including those claims based on alleged or actual negligence, breach of any contract and/or express or implied warranty. You agree to follow the rules of each resort related to access and safe skiing and riding and understand that failure to adhere to such rules may result in the loss of your Epic Australia Pass benefits.

REFUNDS / CANCELLATIONS

Except as provided under the Australian Consumer Law, in our Terms and Conditions or under the Epic Coverage – Australia Refund Policy, the Epic Australia Pass is a non-cancellable, non-refundable purchase. The Epic Australia Pass (and any payment made for the pass) cannot be transferred or deferred to a future season.

12. You acknowledge that you agree with and will abide by the following Epic Australia Pass terms and conditions:
- a. The Epic Australia Pass is for the personal use only of the Pass Holder and is non-transferable to any other person. All Epic Australia Pass Cards remain our property and must not be resold, transferred or altered in any way. The Pass Holder is responsible for promptly reporting if their Epic Australia Pass is lost, stolen or damaged by emailing info@epicaustraliapass.com.au. In these circumstances or if you forget to bring your Epic Australia Pass Card, you can visit a Ticket Office where, upon presentation of valid Photo ID and the payment of a \$5 administration fee, our staff can reissue an Epic Australia Pass Card. You acknowledge and accept that you are liable for any use of your Epic Australia Pass that occurs while it is not in your possession, unless you have already reported it lost/stolen. Use of your Epic Australia Pass by another party may result in the pass being confiscated and not re-issued (under 12(c) below). Fraud is a criminal offence and may invoke police action;
- b. BY PAYING EITHER YOUR INITIAL PAYMENT OR YOUR PAYMENT IN FULL FOR YOUR EPIC AUSTRALIA PASS(ES) YOU UNDERSTAND AND ACKNOWLEDGE THAT YOU ARE COMMITTING TO BUY THE EPIC AUSTRALIA PASS(ES) FOR THE 2020 AUSTRALIAN SEASON AND THE 2020-2021 NORTHERN HEMISPHERE SEASON. YOU UNDERSTAND AND ACKNOWLEDGE THAT WHEN PURCHASING EPIC AUSTRALIA PASS(ES) WITH AN INITIAL PAYMENT, YOU REPRESENT THAT THE CREDIT CARD YOU PROVIDE WILL BE AUTHORIZED FOR PAYMENT OF THE REMAINING BALANCE OF YOUR PURCHASE ON OR ABOUT 1 MAY 2020 OR A LATER DATE AS COMMUNICATED BY US. WHERE YOU FAIL TO PAY THE REMAINING BALANCE WHEN IT FALLS DUE PRIOR TO THE COMMENCEMENT OF THE 2020 AUSTRALIAN SKI SEASON, YOU FORFEIT ANY RIGHT TO THE PASS. **YOU WILL NOT BE ENTITLED TO CANCEL OR OBTAIN A REFUND ON YOUR EPIC AUSTRALIA PASS(ES) PURCHASE AFTER THE INITIAL PART PAYMENT OR FULL PAYMENT OR RECEIVE A REFUND OF THE EPIC AUSTRALIA PASS(ES) FEES (OR ANY PART THEREOF) UNLESS: 1) WE HAVE FAILED TO COMPLY WITH THE CONSUMER GUARANTEES UNDER THE AUSTRALIAN CONSUMER LAW OR ARE OTHERWISE REQUIRED BY LAW TO PROVIDE A REFUND; OR 2) THE EPIC COVERAGE – AUSTRALIA REFUND POLICY APPLIES (SEE BELOW). YOUR EPIC AUSTRALIA PASS(ES) (AND ANY PAYMENT MADE FOR THE PASS) CANNOT OTHERWISE BE CANCELLED OR REFUNDED. YOUR EPIC AUSTRALIA PASS(ES) (AND ANY PAYMENT MADE FOR THE PASS) CANNOT BE TRANSFERRED OR DEFERRED TO A FUTURE SEASON.**

- c. The Epic Australia Pass may be confiscated and not re-issued if, in our sole judgment, the Pass Holder 1) acts in a manner that could endanger the safety of any person; 2) violates the law; 3) provides ski lessons or related services for compensation; 4) engages in fraud (including where a party other than the Pass Holder uses the pass) or misconduct or creates a nuisance; or 5) fails to adhere to the terms and conditions provided herein. We may decide in our discretion to re-issue the Epic Australia Pass after confiscation and the re-issued pass(es) may be subject to a reasonable replacement fee.
- d. Your Epic Australia Pass is valid only during the period for which it is advertised and not in any other period;
- e. You may only buy the Epic Australia Pass for a person which is relevant for their age as at 6 June 2020, and suitable age identification (e.g. birth certificate, driver's licence etc.) is required for students and seniors. Students may be required to provide a letter of enrolment to confirm their full time attendance at High School / Secondary College;
- f. Where you collect your Epic Australia Pass from a ticket office, a valid Photo ID showing your birth date is required to be presented to collect it;
- g. Where you buy or re-load a Epic Australia Pass on-line, you must upload an appropriate photograph of the Pass Holder;
- h. You may not change the Pass Holder's name or photograph;
- i. Epic Australia Passes and any upgrades to the pass must be paid for in full before any lift access will be activated;
- j. Pass Holders are required to sign/e-sign a release of liability. Where a Pass Holder is 17 years of age or younger, the Pass Holder's parent or guardian is required to sign/e-sign a waiver and release of liability on their behalf;
- k. You will provide a valid email address and mobile telephone number for the express purpose of receiving communications regarding the Epic Australia Pass (including payment of any remaining balance under our split payment option) and you acknowledge that these are the only ways by which we will communicate with you;
- l. Lifts and other resort facilities (and related products and services) may be closed or operate in a reduced way from time to time for weather, health, safety, or other operational reasons (or as a result of government directions or guidance), as reasonably directed or determined by us;
- m. The Epic Australia Pass does not entitle you to use the resort facilities at any of the resorts at which the Epic Australia Pass is valid for any commercial purpose except with our prior written consent and does not entitle you to provide or receive ski or snowboard instruction except where provided by us, our employees or our agents;
- n. All valid Epic Australia Passes include use of Skitube at Perisher Ski Resort between Perisher Valley and Blue Cow, subject to any capacity restrictions and/or reduction in operations due to weather, health, safety or other operational reasons (or as a result of government directions or guidance), as reasonably directed or determined by us; and
- o. By using an Epic Australia Pass, you grant us and our affiliates the right of publicity to own and use any image collected of the Pass Holder while participating in Recreational Activities.

These conditions, together with the Risk Warning displayed below, form part of the conditions of entry and use of our facilities, equipment and services and that of our partner resorts at which the Epic Australia Pass is valid for use.

RISK WARNING:

Recreational Activities including skiing, snowboarding, using lifts, snowtubing, tobogganing and snow play involve significant risk of physical harm, including personal injury, permanent disability and/or even death. Such harm may result from your own actions, or the actions and/or omissions of others.

IF YOU BREACH ANY OF THE CONDITIONS OF THE EPIC AUSTRALIA PASS, WE MAY REQUIRE YOU TO FORFEIT THE LIFT AND / OR SKITUBE ACCESS COMPONENT OF THE EPIC AUSTRALIA PASS AND YOU WILL LOSE ANY ASSOCIATED PRIVILEGES.

Skiers/snowboarders must observe the Alpine Responsibility Code and ski/ride in a safe manner at all times. Failure to do so may result in a forfeiture of skiing/snowboarding privileges.

PRIVACY

13. Perisher collects the personal information requested on the Website to enable the efficient provision of the goods and/or services that you have requested, to complete the administrative and payment functions associated with that transaction and for possible contact tracing purposes in connection with government directions associated with the COVID-19 pandemic. It is possible to gain access to this personal information held by Perisher. Our Privacy Policy Statement sets out our policies on the management of personal information. To get a copy, please write to The Privacy Officer, Perisher Blue Pty Limited, PO Box 42, Perisher Valley, NSW 2624 or you can also telephone us on 1300 655 822, visit our website at perisher.com.au or send an e-mail to privacy@perisher.com.au.

GENERAL

14. These Terms and Conditions and your signed release of liability comprise the entire agreement between you and us in relation to its subject matter and supersede any prior agreement or understanding on anything connected with its subject matter.
15. These Terms and Conditions are governed by the laws of New South Wales, Australia. You irrevocably submit to the exclusive jurisdiction of the courts of New South Wales, Australia.

EPIC COVERAGE - AUSTRALIA REFUND POLICY

TERMS & CONDITIONS

Please read these terms and conditions (“**EPIC Coverage Terms**”) applying to EPIC Coverage - Australia refund policy carefully.

As set out in the Epic Australia Pass Terms & Conditions, the Australian Consumer Law provides consumers with a number of consumer guarantees that cannot be excluded, restricted or modified. These EPIC Coverage Terms are subject to, and will not apply to the extent that they exclude, restrict or modify any rights or remedies under the consumer guarantees regime. **Any rights and remedies given to consumers under this EPIC Coverage - Australia refund policy are in addition to (and do not replace or change) the rights and remedies provided under the Australian Consumer Law, or where we are otherwise required by law to provide a refund.**

Section A: Overview

1. Overview

We understand that as a result of the disruption caused by the COVID-19 pandemic, many of you may be feeling uncertain about your future plans. We also recognize that our passes, and Pass Refund Protection, historically have not provided refunds in situations like the COVID-19 pandemic. That is why we are launching this EPIC Coverage - Australia refund policy to address some concerns you may have about your EPIC Australia Pass (referred to as the **pass**) for the 2020 Australian season and the 2020/21 Northern Hemisphere season and give you peace of mind to move forward, together.

EPIC Coverage - Australia is our new refund policy. The EPIC Coverage - Australia refund policy will apply to our pass products as described in these EPIC Coverage Terms. The EPIC Coverage - Australia refund policy will provide you with a partial or full refund for your pass purchase in certain circumstances, including in the event of certain resort closures caused by the ongoing COVID-19 pandemic. It also may provide you with a partial or full refund for your pass in certain circumstances specific to you, like if you are subject to a mandatory stay-at-home order or suffer a qualifying injury that prevents you from skiing or riding. Your eligibility for a refund under the policy, and the amount of any refund you may receive, is subject to the terms and conditions described below.

We designed the EPIC Coverage - Australia refund policy with you in mind. You will be required to select preferences (referred to here as **elections**), which are used to determine your eligibility for a refund of your pass purchase under the policy and how we calculate the amount of your refund, but do not change the access to any ski resorts that is granted to you by your pass or the days on which you may use your pass.

2. **Elections.** You will be required to make two elections that will impact your eligibility for a refund of your pass purchase under the EPIC Coverage - Australia refund policy and the amount of any refund you may receive under the policy. Instructions on how to make your elections and how these impact eligibility for a refund under this policy are set out in this Section A.2 and in Section C.

a. **Primary Resort vs. All Resorts.** You must elect either a “Primary Resort” or an “All Resorts” selection. Your choice will be used to determine which resort or resorts must be closed to trigger qualifying resort closure coverage under this policy (and the applicable Core Season in which you are unable to use your pass if a qualifying personal refund event occurs), but does not change the access to any ski resorts that is granted to you by your pass. You can choose a specific Vail Resorts owned and operated resort in either Australia or the Northern Hemisphere that your Epic Australia pass has access to as your Primary Resort for the purposes of coverage under this policy. When selecting a Primary Resort, you may only select a Vail Resorts owned and operated resort, not a Partner Resort. “**Partner Resorts**” for the pass are Rusutsu and Hakuba Valley in Japan. If you elect to specify a Primary Resort, you may be eligible for a refund if we close the Primary Resort you selected during the applicable Core Season (see below for what Core Season means). Alternatively, you can choose an “All Resorts” option, which gives you the option to choose to have coverage for all the Australian resorts owned and operated by Vail Resorts that your Epic Australia pass has access or coverage for both the Australian and Northern Hemisphere resorts owned and operated by Vail Resorts that your Epic Australia pass has access. If you elect an All Resorts option, you may be eligible for a refund if multiple resorts available on your pass are simultaneously closed during the applicable Core Season, as set out in greater detail below. The All Resorts options are as follows:

- “**All Resorts Aus**” – covering Perisher, Mt Hotham and Falls Creek
- “**All Resorts Aus & NH**” - covering the specific Vail Resorts owned and operated resorts in Australia and the Northern Hemisphere that your Epic Australia pass has access to.

b. **Specific Week vs. Core Season Visit.** You must elect either a “Specific Week” or “Core Season Visit”. Your choice will be used to determine when the resort or resorts must be closed to trigger qualifying resort closure coverage under this policy, but does not affect the days on which you may use your pass. A “Specific Week” is a seven-day consecutive period during the 2020 Australian or 2020/2021 Northern Hemisphere season. If you elect to specify a Specific Week, you may be eligible for a refund in certain circumstances in which you are unable to use your pass during the Specific Week you selected. If you elect Core Season Visit, you may be eligible for a refund in certain circumstances in which you are unable to use your pass during the applicable Core Season.

For the purposes of this policy, “**Core Season**” is the time period used to define the period or percentage of the applicable season impacted by the qualifying resort closure(s) when determining refunds under this policy for Resort Closure Event(s). A qualifying Resort Closure Event must occur during the applicable Core Season. Core Season is also relevant under this policy in the event you are unable to use your pass during the applicable Core Season because of a Personal Refund Event. The date ranges of the **applicable “Core Season”** for the purposes of this refund policy are as follows:

- i. Where you choose Perisher, Mt Hotham, Falls Creek as your Primary Resort: June 27, 2020 through September 13, 2020 (the “**Australian Core Season**”)
- ii. Where you choose a Northern Hemisphere resort as your Primary Resort: November 26, 2020 through April 4, 2021 (the “**NH Core Season**”)
- iii. Where you choose All Resorts Aus: the Australian Core Season
- iv. Where you choose All Resorts Aus & NH: the Australian Core Season and the NH Core Season.

The definition of Core Season for the purposes of this policy does not affect the days on which you may use your pass. Some resorts may open earlier, and some may close later than the applicable “Core Season” as defined in this policy.

Important considerations

Here are some points you may want to consider when you make your elections:

- If you plan to use your pass primarily during a specific one-week period in an applicable Core Season, you may want to select that as your Specific Week, so that you may be eligible to receive a refund for Resort Closure Events under this policy (as determined per the eligibility requirements below) based on the portion of your chosen Specific Week for which you are unable to use your pass due to the event. If you choose a Specific Week, that election is used only for the purposes of calculating your entitlement under EPIC Coverage – Australia, it does not change the access to any resorts that is granted to you by your pass.
- If you plan to use your pass regularly throughout the applicable Core Season, you may want to select Core Season Visit so that you may be eligible to receive a refund for Resort Closure Events under this policy (as determined per the eligibility requirements below) based on the total portion of the applicable Core Season during which you are unable to use your pass due to the event.

These elections only impact your eligibility for a refund under this policy and the amount of any refund you may receive under this policy, and do not affect the access granted by your pass. Because your pass allows you to ski and ride throughout the 2020 Australian season and 2020/21 Northern Hemisphere season, you can elect a “Specific Week” for the purposes of this policy and still use your pass on days outside of that Specific Week. Similarly, because your pass allows you to ski and ride at multiple resorts, you can elect a “Primary Resort” for the purposes of this policy and still use the pass at all other resorts to which your pass gives you access.

3. **Making and Changing Your Elections.** You may make the elections described in Section A.2 beginning on or around June 23, 2020 through the “My Account” section online at epicaustraliapass.com.au. If you do not make an election, your default elections for coverage under this policy will automatically be “All Resorts Aus & NH” and “Core Season Visit”. You will still have Epic Coverage - Australia if you leave the default preferences, but the nature and extent of coverage and resulting refund might not be best suited to your needs. You may update or change your election until the earlier of: (i) the first time you use your pass or (ii) July 12, 2020, in the “My Account” section online at epicaustraliapass.com.au.

4. **Partner Resorts.** The use of your pass at a Partner Resort will count towards the number of days you have used your pass for purposes of determining the amount of any refund to which you may be eligible under this policy. Only closures of resorts owned and operated by Vail Resorts are covered by this policy. The EPIC Coverage - Australia Refund Policy does not provide refunds for any Partner Resort closures.

5. **Refund Eligibility.** Your eligibility for a refund under EPIC Coverage – Australia will vary based on whether you are seeking a refund because of a qualifying event personal to you (e.g., a qualifying injury) or a qualifying event that has resulted in the closure of one or more of our resorts. The sections below are split accordingly: Section B addresses refund requests based on qualifying **Personal Refund Events** and Section C addresses refund requests based on qualifying **Resort Closure Events**. Section D sets out the process for requesting your refund. Section E sets out additional terms.

6. **General Limitations on Eligibility under this policy.** You will not be eligible for any refund under EPIC Coverage – Australia under the following circumstances:

a. You are unable to use your pass for any reason other than a qualifying Personal Refund Event (as defined below) or a qualifying Resort Closure Event (as defined below). For clarity, here are a few common examples of reasons that you may be unable to use your pass, but that will not qualify you for a refund under this policy:

i. You will not be eligible for a refund under this policy based on weather-related resort closures that prevent you from using your pass unless such event is a qualifying Natural Disaster that results in a Personal Refund Event (as defined in Section B.1) or a Resort Closure Event (as defined in Section C.1).

ii. You will not be eligible for a refund under this policy because of any road closures, traffic issues, parking constraints or flight cancellations or delays that prevent you from using your pass.

iii. You will not be eligible for a refund under this policy because of any mental, nervous or psychological conditions that prevent you from using your pass.

iv. You will not be eligible for a refund under this policy because of any criminal acts you commit that prevent you from using your pass.

v. You will not be eligible for a refund under this policy because of any injury, sickness or other medical conditions that existed at the time you purchased your pass.

vi. You will not be eligible for a refund under this policy if your pass has been de-activated or revoked due to fraudulent use, violation of resort policies, or non-payment.

For the avoidance of doubt, nothing in these EPIC Coverage terms is a commitment by Vail Resorts to keep any resort, or any facilities or amenities at any resort, open for any particular period of time, and Vail Resorts reserves the right to close any of its resorts or amenities in its sole and absolute discretion.

Section B: Personal Refund Events

1. **Personal Refund Events.** You may be eligible for a full or partial refund of your pass purchase under this policy in the event you are unable to use your pass during the applicable Core Season because of a Personal Refund Event. This applies regardless of whether you have elected Specific Week or Core Season Visit. Coverage for qualifying Personal Refund Events applies throughout the applicable Core Season, depending on your coverage preferences selected. For example, if you have selected Perisher as your Primary Resort, the applicable Core Season for the purposes of eligibility for a qualifying Personal Refund Events would be the Australian Core Season. If you submit a refund request under this policy based on a Personal Refund Event and you receive a full or partial refund of your pass purchase, your pass will be deactivated when we process your refund and you will no longer be able to use your pass to access any resorts during the remainder of the 2020 Australian and 2020/2021 Northern Hemisphere seasons. This policy covers the following qualifying “**Personal Refund Events**” (subject to the conditions / eligibility set out in this section B):

a. **Stay-at Home Order.** You are unable to use your pass during the applicable Core Season because the municipality, county, state, province, or country in which your Permanent Residence is located is subject to a “quarantine,” “stay-at-home,” “shelter-in-place” or other comparable *mandatory* governmental order lasting thirty

(30) or more consecutive days. Your “**Permanent Residence**” refers to your fixed, permanent and principal home for legal and tax purposes.

b. **Tourist Visa Rejection.** You are unable to use your pass during the applicable Core Season because of a tourist visa rejection that prevents your entry into Australia, Canada, or the United States.

c. **Travel Restrictions.** You are unable to use your pass during the applicable Core Season because of a government-imposed prohibition on your entry into Australia, Canada, or the United States that affects all similarly situated travellers.

d. **Job Loss.** You are unable to use your pass during the applicable Core Season because, after you purchase your pass, you or your spouse or domestic partner who lives in the same Permanent Residence (each a “**Domestic Partner**”) are involuntarily terminated or laid off from full-time employment after you purchase your pass by an employer for which you or your Domestic Partner had been continuously employed for at least one year immediately preceding the termination or lay off. This provision is not applicable to part-time employees, temporary employees, independent contractors or self-employed persons.

e. **Work Visa Renewals.** You are unable to use your pass during the applicable Core Season because you or your Domestic Partner require a work visa to be employed in Australia, Canada, or the United States and your work visa was not renewed after you purchase your pass. This provision is not applicable to part-time employees, temporary employees, independent contractors or self-employed persons.

f. **Employment Transfer.** You are unable to use your pass during the applicable Core Season because you or your Domestic Partner have an involuntary, employer-initiated transfer after you purchase your pass that (i) is within the same organization for which you or your Domestic Partner have been continuously employed for at least one year immediately preceding the transfer; and (ii) involves your or your Domestic Partner’s relocation from your current Permanent Residence to a residence that is 150 or more kilometres further away from any resort covered by your pass. This provision only applies if you live within 600kilometres of a resort for which your pass provides access.

g. **Military Service.** You are unable to use your pass during the applicable Core Season because after you purchase your pass, you or your Domestic Partner are called to military service, your military leave is revoked, you are deployed or you are reassigned to a different duty station that is 150 or more kilometres further away from any resort covered by your pass than your current assigned duty station.

h. **Personal Illness.** You are unable to use your pass during the applicable Core Season because you suffer from an illness or disease diagnosed after you purchase your pass by a Physician that prevents you from using your pass for thirty (30) or more consecutive days. A “**Physician**” is a licensed doctor practicing in the fields of medical, surgical or dental services who is acting within the scope of their license and who is not you, a traveling companion, a Family Member, a person related to you or a business partner. The term “**Family Member**” means your child, Domestic Partner, brother, sister, mother, father, step-child, step-brother, step-sister, step-parents, legal guardian, foster child, ward or legal ward. This provision applies only if you provide verification from a Physician.

i. **Personal Injury.** You are unable to use your pass during the applicable Core Season because you suffer an accidental bodily injury that occurs after you purchase your pass and that injury prevents you from using your pass for thirty (30) or more consecutive days during the applicable Core Season. This provision applies only if you provide verification from a Physician.

j. **Family Member Illness or Injury.** You are unable to use your pass during the applicable Core Season because a Family Member who lives in the same Permanent Residence as you suffers from an illness or disease diagnosed after you purchase your pass or suffers an accidental bodily injury after you purchase your pass and that injury is either immediately life threatening or requires your continued care for that Family Member for thirty (30) or more consecutive days. This provision applies only if you provide verification from a Physician.

k. **Death.** You are unable to use your pass during the applicable Core Season because of your own death (in which case the refund will be awarded to another Family Member with the same Permanent Residence) or the death of a Family Member who lives in the same Permanent Residence that occurs after you purchase your pass.

l. **Natural Disaster.** You are unable to use your pass for thirty (30) or more consecutive days during the applicable Core Season because your Permanent Residence is made uninhabitable (meaning the building structure is unstable and there is risk of collapse) after you purchase your pass in whole or in part due to a flood, hurricane, tornado, earthquake, fire, or volcanic eruption (each a “**Natural Disaster**”) after you purchase your pass.

m. **Subpoena/Jury Duty.** You are unable to use your pass during the applicable Core Season because you are subpoenaed or required to serve on a jury and that subpoena or jury service prevents you from using your pass for thirty (30) days or more during the applicable Core Season.

n. **Personal Medical Quarantine.** You are unable to use your pass during the applicable Core Season because you are quarantined for at least thirty (30) or more consecutive days at the direction of a Physician after you purchase your pass. This provision applies only if you provide verification from the Physician.

o. **Student Transfer.** You are a university student, enrolled on a full time or equivalent basis in an undergraduate or postgraduate degree, and you are unable to use your pass during the applicable Core Season because, after you purchased your pass, you (a) transfer to a school located 150 kilometres or more further away from any resort covered by your pass than your current school, (b) are accepted into a foreign study program that will cause you to be out of the country for thirty (30) or more consecutive days during the applicable Core Season or (c) graduate and begin work at a job that is 150 or more kilometres further away from any resort covered by your pass than your current school. This provision only applies if your current school is located within 600 kilometres of a resort for which your pass provides access.

p. **Pregnancy.** You are unable to use your pass during the applicable Core Season because you or your Domestic Partner learn you are pregnant after you purchase your pass.

q. **Adoption.** You are unable to use your pass during the applicable Core Season because you adopt a child after you purchase your pass.

2. **Proof Requirements for Personal Refund Events.** We reserve the right to reasonably require you to submit documents to verify and establish the Personal Refund Event that is the basis for which you are seeking a refund under this policy. These documents may include Physician verifications, videos, photos, or other material we deem necessary to evaluate your refund request. You have an obligation to reasonably cooperate with us in our efforts to verify your Personal Refund Event, and we reserve the right to deny your request if you fail to do so. If you are unable to provide acceptable proof of a Personal Refund Request (as determined in our discretion, acting reasonably) we reserve the right to deny your refund request under this policy. If you commit fraud by intentionally concealing or misrepresenting a material fact concerning your refund request, you may void your entitlement under this EPIC Coverage – Australia Refund Policy and your entitlement to use your pass.

3. **Time Limitations for Refund Request for Personal Refund Events.** To be eligible for a refund under this policy based on a Personal Refund Event, you must submit your request for a refund following the process described in Section D below within thirty (30) days of when the Personal Refund Event arises. Vail Resorts will act reasonably to respond to your request in a timely manner.

4. **Refund Amounts for Personal Refund Events.** If you are eligible for a refund of your pass purchase under this policy because of a Personal Refund Event, the amount of your refund will vary based on how many days you have used your pass and your refund will be a percentage of your Purchase Price. The “**Purchase Price**” is the amount you paid for your pass, net of any discounts, promotions and credits. The percentage refund you receive will be based on the number of days that you had used your pass as of the date when your refund request under this policy is processed, as follows:

NUMBER OF DAYS PASS WAS USED	REFUND PERCENTAGE
0 Days	100% of Purchase Price
1 Day	86% of Purchase Price
2 Days	71% of Purchase Price
3 Days	57% of Purchase Price
4 Days	43% of Purchase Price
5 Days	28% of Purchase Price
6 Days	14% of Purchase Price
7 or More Days	0% of Purchase Price

5. **No Access After Refund for Personal Refund Event.** If you receive a full or partial refund under this policy based on a Personal Refund Event, your pass for which you received the refund will be deactivated and you will no longer be able to use your pass to access any resorts for the remainder of the 2020 Australian and 2020/2021 Northern Hemisphere seasons.

Section C: Resort Closure Events

1. **Resort Closures.** A resort is deemed to be closed under this policy if no lifts are operating at the resort because of a Resort Closure Event. You may be eligible for a full or partial refund under this policy in the event one or more of our resorts is closed during the applicable Core Season (based on your coverage preferences) because of any of the following events (each a “Resort Closure Event”):

- a. The occurrence of a disease, epidemic, or pandemic, including the ongoing COVID-19 pandemic;
- b. The occurrence of a Natural Disaster;
- c. The occurrence of a terrorist attack; or
- d. The occurrence of a hostile or war-like action.

2. **Eligibility for a Refund Based on Resort Closure Events.** Your eligibility for a refund under this policy because of a Resort Closure Event will depend on the elections (Primary Resort vs. an All Resorts option and Specific Week vs. Core Season) that you made for your pass.

a. **Primary Resort & Specific Week.** If you elected a Primary Resort and a Specific Week for your pass, you will be eligible for a refund under this policy as calculated in Section C.4 below if the Primary Resort you selected is closed for three (3) or more days during your Specific Week because of a Resort Closure Event.

b. **Primary Resort & Core Season Visit.** If you elected a Primary Resort and Core Season Visit for your pass, you will be eligible for a refund under this policy if the Primary Resort you selected is closed for seven (7) or more consecutive days during the applicable Core Season for that resort because of a Resort Closure Event.

c. **All Resorts Aus & Specific Week.** If you elected All Resorts Aus and a Specific Week for your pass, you will be eligible for a refund under this policy if Perisher, Mt Hotham and Falls Creek in Australia are simultaneously closed for three (3) or more days during your Specific Week because of a Resort Closure Event.

d. **All Resorts Aus & NH & Specific Week.** If you elected All Resorts Aus & NH and a Specific Week for your pass, you will be eligible for a refund under this policy if:

- Perisher, Mt Hotham and Falls Creek in Australia are simultaneously closed for three (3) or more days during your Specific Week because of a Resort Closure Event, or
- Vail, Whistler Blackcomb, Breckenridge, Beaver Creek, Crested Butte, Keystone, Park City, Heavenly, Northstar, and Kirkwood are simultaneously closed for three (3) or more days during your Specific Week because of a Resort Closure Event.

e. **All Resorts Aus & Core Season Visit.** If you elected All Resorts Aus and Core Season Visit for your pass, you will be eligible for a refund under this policy if Perisher, Mt Hotham and Falls Creek in Australia are simultaneously closed for 7+ consecutive days during the Australian Core Season due to a Resort Closure Event.

f. **All Resorts Aus & NH and Core Season Visit.** If you elected All Resorts Aus & NH and Core Season Visit for your pass, you will be eligible for a refund under this policy if (and depending on the "Refund Window" in which you submit a refund request, see C.3 below):

- Perisher, Mt Hotham and Falls Creek in Australia are simultaneously closed for 7+ consecutive days during the Australian Core Season due to a Resort Closure Event, and/or
- Vail, Whistler Blackcomb, Breckenridge, Beaver Creek, Crested Butte, Keystone, Park City, Heavenly, Northstar, and Kirkwood are simultaneously closed for 7+ consecutive days during the NH Core Season due to a Resort Closure Event.

3. **Time Limitations on Refund Requests for Resort Closure Events.** When a resort closure occurs that may trigger your eligibility for a refund under this policy, Vail Resorts will post a notice of the qualifying resort closures at epicaustraliapass.com.au.

If you selected “Specific Week” you must follow the directions on epicaustraliapass.com.au and make a refund request within thirty (30) days of the end of the Specific Week during which you were unable to use your pass. If you do not submit a refund request under this policy during that 30-day period, your selection of “Specific Week” will be automatically changed to “Core Season Visit”.

If you receive a full or partial refund under this policy based on a Resort Closure Event, your pass will be deactivated, and you will no longer be able to use your pass to access any resorts for the remainder of the 2020 Australian and 2020/21 Northern Hemisphere seasons.

If you end the applicable Core Season with “Core Season Visit” selected as your preference, you must make your refund request by a certain time:

- Where you choose Perisher, Mt Hotham, Falls Creek as your Primary Resort or All Resorts Aus as your preference, you must submit your refund request between 1 October 2020 and 31 October 2020.

- Where you have selected any Northern Hemisphere resort as your Primary Resort preference, you must you submit your refund request between 1 May 2021, and 31 May 2021.
- Where you choose All Resorts Aus & NH as your preference, you have the option to submit your refund request between 1 October 2020, and 31 October 2020 (the “**October Refund Window**”), or between 1 May 2021, and 31 May 2021 (the “**May Refund Window**”). If you submit your refund request during the October Refund Window, your refund will be based on a total core season length of 79 days (being the number of available days in the Australian Core Season), and your pass will be deactivated for the remainder of the 2020 Australian season and the 2020/2021 Northern Hemisphere season. If you submit your refund request during the May Refund Window, your refund will be based on a total core season length of 209 days (being the total number of available days in the Australian Core Season and NH Core Season). If there are no qualifying Resort Closure Events during the Australian Core Season, no refund requests can be made during the October Refund Window.

4. Amount of Refund Based on Resort Closure Events. If you are eligible for a refund under this policy because of a Resort Closure Event, the amount of your refund will vary based on the elections you made for your pass.

a. **Specific Week.** If you elected a Specific Week, your refund with respect to a qualifying Resort Closure Event under this policy will be a percentage of your Purchase Price. The percentage refund you receive under this policy will be based on the number of days that you had used your pass as of the date when your refund request is processed, as follows:

NUMBER OF DAYS PASS WAS USED	REFUND PERCENTAGE
0 Days	100% of Purchase Price
1 Day	86% of Purchase Price
2 Days	71% of Purchase Price
3 Days	57% of Purchase Price
4 Days	43% of Purchase Price
5 Days	28% of Purchase Price
6 Days	14% of Purchase Price
7 or More Days	0% of Purchase Price

Please note that any days skied or ridden at Vail Resorts’ owned and operated resorts, as well as any days skied or ridden at our Partner Resorts, will count towards your number of days, regardless of the time period of the season in which you skied or rode.

- **Worked Example (Specific Week - Primary Resort):** If you select 20 – 27 July 2020 as your Specific Week of coverage and choose Perisher as your Primary Resort, if Perisher is closed for a period of at least 3 days in this specific week due to a Resort Closure Event, you will receive a 100% refund of your pass purchase price if you have skied or ridden 0 days on your pass at any Vail Resorts’ resorts or Partner Resorts prior to your refund request. If you have skied or ridden 3 days on your pass at any Vail Resorts’ resorts or Partner Resorts prior to your refund request, you will receive a 57% refund of your pass purchase price.
- **Worked Example (Specific Week - All Resorts Aus):** If you select 20 – 27 July 2020 as your Specific Week of coverage and choose All Resorts Aus, if Perisher, Falls Creek and Mt Hotham are all closed for a period of at least 3 days in this specific week due to a Resort Closure Event, you will receive a 100% refund of your pass purchase price if you have skied or ridden 0 days on your pass at any Vail Resorts’ resorts or Partner Resorts prior to your refund request. If you have skied or ridden 3 days on your pass at any Vail Resorts’ resorts or Partner Resorts prior to your refund request, you will receive a 57% refund of your pass purchase price.
- **Worked Example (Specific Week - All Resorts Aus & NH):** If you select 1-7 January 2021 as your Specific Week of coverage and choose All Resorts Aus & NH, if Vail, Whistler Blackcomb, Breckenridge, Beaver Creek, Crested Butte, Keystone, Park City, Heavenly, Northstar, and Kirkwood are all closed for a

period of at least 3 days in this specific week due to a Resort Closure Event, you will receive a 100% refund of your pass purchase price if you have skied or ridden 0 days on your pass at any Vail Resorts' resorts or partner resorts prior to your refund request. If you have skied or ridden 3 days on your pass at any Vail Resorts' resorts or partner resorts prior to your refund request, you will receive a 57% refund of your pass purchase price.

b. **Core Season Visit.** If you elected Core Season Visit, and there is a covered resort closure of 7 or more consecutive days during the applicable Core Season date range, your refund with respect to a Resort Closure Event under this policy will be a percentage of your Purchase Price, taking into account the total portion of the available days in the Australian Core Season and / or NH Core Season as applicable (depending on your coverage preferences) that are lost due to Resort Closure Event. The percentage refund you receive will be determined by dividing the number of days that any Resort Closure Event(s) transpired by the number of available days in the applicable Core Season. The number of **available days** in the applicable Core Season are as follows:

- a. Australian Core Season: 79 available days
- b. NH Core Season: 130 available days
- c. Australian Core Season and NH Core Season: 209 available days

- **Worked Example (Core Season Visit - Primary Resort):** If you select Core Season Visit and choose Perisher as your Primary Resort, if Perisher is closed for 40 days of the Australian Core Season due to a qualifying Resort Closure Event, by submitting a refund request, you would receive a refund of 50% of your pass purchase price (ie 40 days lost divided by 79 available days of the Australian Core Season).
- **Worked Example (Core Season Visit - Primary Resort):** If you select Core Season Visit and choose Vail as your Primary Resort, if Vail is closed for 40 days of the NH Core Season due to a Resort Closure Event, by submitting a refund request, you would receive a refund of 30% of your pass purchase price (ie 40 days lost divided by 130 available days in the NH Core Season).
- **Worked Example (Core Season Visit - All Resorts Aus):** If you select Core Season Visit and choose All Resorts Aus, if Perisher, Mt Hotham and Falls Creek in Australia are all simultaneously closed for 40 days of the Australian Core Season due to a qualifying Resort Closure Event, by submitting a refund request, you would receive a refund of 50% of your pass purchase price (ie 40 days lost divided by 79 available days in the Australian Core Season).
- **Worked Example (Core Season Visit - All Resorts Aus & NH):** If you select Core Season Visit and choose All Resorts Aus & NH, if: Perisher, Mt Hotham and Falls Creek in Australia are all simultaneously closed for 40 days of the Australian Core Season due to a Resort Closure Event; and Vail, Whistler Blackcomb, Breckenridge, Beaver Creek, Crested Butte, Keystone, Park City, Heavenly, Northstar, and Kirkwood are all simultaneously closed for 65 days during the NH Core Season due to a Resort Closure Event, by submitting a refund request, you would receive a refund of 50% of your pass purchase price (ie a total of 105 days lost divided by 209 available days in the Australian Core Season and NH Core Season) if you submitted your refund request during the May Refund Window. If you chose to submit your refund request during the October Refund Window because you wanted to receive your refund earlier, you would receive a refund of 19% of your pass purchase price (ie 40 days lost divided by 209 available days in the Australian Core Season and NH Core Season). Please note that if you make a request in October Refund Window and accept a refund, the pass for which you received the refund will be deactivated and you will no longer be able to use your pass to access any resorts for the remainder of the 2020 Australian and 2020/2021 Northern Hemisphere seasons.
- **Worked Example (Core Season Visit - All Resorts Aus & NH):** If you select Core Season Visit and choose All Resorts Aus & NH, if Perisher, Mt Hotham and Falls Creek in Australia are open for the entire Australian Core Season but Vail, Whistler Blackcomb, Breckenridge, Beaver Creek, Crested Butte, Keystone, Park City, Heavenly, Northstar, and Kirkwood are all simultaneously closed for 65 days during the NH Core Season due to a Resort Closure Event then, by submitting a refund request, you would receive a refund of 31% of your pass purchase price (65 days lost divided by 209 available days in the Australian Core Season and NH Core Season) if you submitted your refund request during the May Refund Window. You would not be able to submit a refund request during the October Refund Window because there were no qualifying Resort Closure Events during the Australian Core Season.

5. **No Access After Refund for Resort Closure Event.** If you receive a full or partial refund under this policy based on a Resort Closure Event, your pass for which you received the refund will be deactivated and you will no longer be able to use your pass to access any resorts for the remainder of the 2020 Australian and 2020/2021 Northern Hemisphere seasons.

Section D: How to Make a Refund Request under this policy

- 1. Submitting a Refund Request.** You must submit a refund request under this policy by emailing a representative of the Epic Australia Pass team at claims@epicaustraliapass.com.au.
- 2. Information to Include in Your Refund Request.** Your refund request under this policy should include your name and your pass ID. In the event you are requesting a refund based on a Personal Refund Event, you must also provide a description of the Personal Event and reasonable documentation to verify the occurrence of the Personal Refund Event, including any verification by a Physician required for the Personal Refund Event that is the basis for your request (e.g., an injury).
- 3. Processing of Refund Requests.** The refund request will be reviewed and validated and the refund calculation under this policy will be determined by the Epic Australia Pass team. Subject to eligibility, a refund will be processed, and confirmation of the refund payment sent to you by email.

Section E: Additional Terms

- 1. Release** Except to the extent that the law provides that liability cannot be excluded (including as set out under the Australian Consumer Law) and except as otherwise required by law, you are hereby voluntarily and knowingly agreeing, to the maximum extent permitted by applicable law, to waive, release, and forfeit any and all claims and actions you have or may have against Vail Resorts, or any of its resorts, subsidiaries, affiliates, or partner resort operators, subsidiaries, or affiliates and any of our or their respective officers, directors, employees, contractors, representatives or agents (collectively, the “**Vail Resorts Parties**”) and any associated losses, damages and expenses (including attorneys’ fees), that relate to, arise out of, or may arise out your inability to use or any reduction in your ability to use your pass.
- 2. LIMITATION OF LIABILITY.** EXCEPT TO THE EXTENT THAT THE LAW PROVIDES THAT LIABILITY CANNOT BE EXCLUDED (INCLUDING AS SET OUT UNDER THE AUSTRALIAN CONSUMER LAW) AND EXCEPT AS OTHERWISE REQUIRED BY LAW, YOU UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL ANY OF THE VAIL RESORTS PARTIES BE LIABLE UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STATUTORY, OR OTHERWISE) FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PERSONAL INJURY/WRONGFUL DEATH, PUNITIVE, OR EXEMPLARY DAMAGES (EVEN IF SUCH PARTIES WERE ADVISED OF, KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING BUT NOT LIMITED TO AS A RESULT OF: (A) YOUR USE OF OR INABILITY TO USE YOUR PASS OR (B) THE EPIC COVERAGE - AUSTRALIA REFUND POLICY; EXCEPT TO THE EXTENT CAUSED BY THE WRONGFUL OR NEGLIGENT ACT OR OMISSION OF VAIL RESORTS.
- 3. Liability Exclusions and Limitations.** Some jurisdictions do not allow the limitation or exclusion of liability, including for incidental or consequential loss or damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent that we may not, as a matter of applicable law, limit or exclude our liabilities, the extent of liability of the Vail Resorts Parties will be the minimum permitted under such applicable law.
- 4. Disputes.** These EPIC Coverage Terms and the relationship between us will be governed by the laws of the New South Wales, Australia in the same manner as such laws are applied to agreements made, entered into, and performed entirely in New South Wales, Australia. All lawsuits arising out of or relating to these Terms or the EPIC Coverage – Australia refund policy will be brought in the Federal or State courts located in New South Wales, Australia. We and you hereby irrevocably submit to the exclusive personal jurisdiction of such courts for such purpose and waive any objection to such courts on any basis, including without limitation improper venue or inconvenience of the forum.
- 5. Severability.** If any provision of these EPIC Coverage Terms is found by a court of competent jurisdiction to be invalid, you nevertheless agree that the court should endeavour to give effect to our intentions as reflected in the provision, and that the other provisions of these EPIC Coverage Terms remain in full force and effect.
- 6. Non-Transferrable.** Unless otherwise noted, the EPIC Coverage - Australia refund policy is personal to you and cannot be transferred.
- 7. Electronic Communications Notice.** When you use our website or send emails to us, you are communicating with us electronically. You consent to receiving communications from us electronically. We may communicate with you by email or posting notices on the applicable website. You agree that all agreements and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. In order to access any such communications, you must have a computer or other Internet-enabled device. In order to retain copies of any such communications, you must have a printer or data storage device. If you have a printer, you may print paper copies of any such communications for your own use. If you wish to withdraw your consent for us to communicate with you electronically, you may not use our website.

8. **Modifications.** We may periodically update or change any of the terms and conditions contained in these EPIC Coverage Terms at any time and in our discretion (acting reasonably), by posting an updated version on this website. However, the EPIC Coverage Terms in effect on the date of your pass purchase (or if you purchased your pass before the launch of EPIC Coverage – Australia refund policy, the EPIC Coverage Terms at launch) constitute the agreement between us regarding EPIC Coverage – Australia refund policy for the 2020 Australian and 2020/2021 Northern Hemisphere seasons.

9. **Acceptance.**

a. By purchasing a pass after the launch of EPIC Coverage - Australia refund policy, you agree to these EPIC Coverage Terms.

b. If you purchased your pass before the launch of EPIC Coverage – Australia refund policy:

- i. these Terms supersede all previous terms, agreements, representations, warranties, or commitments, whether in writing or oral, between you and Vail Resorts with respect to the subject matter hereof;
- ii. you acknowledge and agree that, where you have purchased pass for any other person(s) (including a minor), you have authority to agree to these Terms on their behalf; and
- iii. if you do not agree to these Terms, you must email us at info@epicaustraliapass.com.au within forty-five (45) days of the date we send you a notification of the availability of these Terms. We will send such notification using the contact information we have on file for you.

10. **Questions.** If you have any questions regarding the EPIC Coverage - Australia refund policy or other inquiries, please contact us at info@epicaustraliapass.com.au.

YOUR ALPINE RESPONSIBILITY CODE

There are inherent risks in all snow recreational activities. Common sense, staying in control and personal awareness can reduce these risks. Risks include rapid changes in weather, visibility and surface conditions, as well as natural and artificial hazards such as rocks, trees, stumps, vehicles, lift towers, snow fences and snowmaking equipment. Observe the code and ski and ride with courtesy to others.

1. Stay in control and avoid other people and hazards.
2. Use appropriate protective equipment, especially helmets, to minimise the risk of injury.
3. You must have the ability to use each lift safely. If in doubt ask the lift attendant.
4. Obey all signs and warnings, and keep off closed trails and areas.
5. It is your responsibility to avoid and give way to people below and beside you.
6. Do not stop where you are not visible from above or where you obstruct a trail.
7. Before starting downhill, or merging into a trail, look uphill and give way to others.
8. Use care to prevent runaway snowboards.
9. If you are involved in or see an accident, alert and identify yourself to Resort Staff.
10. Be aware that it is dangerous to ski, board or ride lifts if your ability is impaired by drugs or alcohol.

**KNOW THE CODE.
IT'S YOUR RESPONSIBILITY.**

**Failure to observe the code may result in cancellation
of your ticket or pass by Resort Staff.**

